

**CONSTITUTION
OF
Fencing Central Incorporated**

**Fencing Central
Constitution**

Contents

1.	Definitions and interpretation.....	3
2.	Details of [organisation].....	5
3.	Purpose and powers.....	5
4.	Members.....	6
5.	General Meetings	9
6.	Regional Board	11
7.	Regional Board meetings	14
8.	Officers' Duties	14
9.	Interests.....	15
10.	Patrons	16
11.	General Manager.....	16
12.	Finances	16
13.	Indemnity and insurance	16
14.	Amendments.....	17
15.	Bylaws and Integrity	17
16.	Dispute resolution.....	17
17.	Liquidation and removal	21
18.	Matters not provided for.....	21
19.	Transition.....	21

Fencing Central Constitution

1. Definitions and interpretation

1.1 **Definitions:** In this Constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

Act means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act.

AGM or Annual General Meeting means a meeting of the Members held once a year convened under this Constitution.

Bylaws means any bylaws, policies, regulations and codes of Fencing Central made under clause 15.

Casual Vacancy is a vacancy which arises when a Regional Board Member does not serve their full term of office.

Club means a group of individuals with an interest in Fencing that meets the requirement for membership set out in clause 4.4.

Constitution means this Constitution, including any amendments and any schedules to this Constitution.

Contact Details means a physical or an electronic address and a telephone number.

Diversity, Equity and Inclusion means ensuring fair and equitable opportunities are available to everyone to participate in sport and recreation irrespective of age, ability, ethnicity, gender, national origin, race, religion, sexual orientation, beliefs, or socio-economic status.

Fencing means a sport involving the action of using a sword scientifically as a weapon of offence and defence in friendly combat.

Fencing NZ means Fencing New Zealand Incorporated.

General Manager means the person in the highest-ranking management position in Fencing Central.

General Meeting means an AGM or SGM of .

Interested has the meaning given in section 62 of the Act.

Matter has the meaning given in section 62(4) of the Act.

Member means each person or entity who or which for the time being is a member of Fencing Central and includes all classes of members described in clause 4.3.

Officer means a Regional Board Member and any natural person occupying a position in Fencing Central that allows the person to exercise significant influence over the management or administration of Fencing Central.

Ordinary Resolution means a resolution passed by a majority of votes cast.

President means the Regional Board Member appointed as President of Fencing Central under this Constitution.

Purposes means the purposes of Fencing Central described in clause 3.1.

Region means the geographical area as determined by Fencing NZ to be the region represented by Fencing Central and within which the primary base of activities of Fencing Central is located and is at the date of adoption of this Constitution, Fencing Central.

Regional Board means Fencing Central's governing body.

Regional Board Member means a member of the Regional Board.

SGM or **Special General Meeting** means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

Special Resolution means a resolution passed by two thirds majority of votes cast.

Voting Members means Individual Members who are over 16 years old at the end of the previous financial year and are in a fee paying membership category.

Working Day has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in Wellington.

1.2 **Interpretation:** Unless the context otherwise requires:

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.
- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
- (e) A reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (f) All periods of time or notice exclude the days on which they are given.

1.3 **Notices:** Subject to any other notice requirements in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

- (a) a Member if sent to the address or email address set out in their Contact Details;
- (b) Fencing Central if sent to secretary@fencingcentral.org.nz or by post to Fencing Central's registered office set out on the Register of Incorporated Societies.

1.4 **Receipt of notices:** A notice is deemed to have been received:

- (a) if given by post, when left at the address of that party or five Working Days after being put in the post; or
- (b) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent,

provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

2. **Details of Fencing Central**

- 2.1 **Name:** The name of the society is Fencing Central Incorporated (Fencing Central).
- 2.2 **Status:** Fencing Central is the regional association for Fencing New Zealand and related activities in the Region and is bound by and must observe the rules of Fencing New Zealand.
- 2.3 **Registered office:** The registered office of Fencing Central is at the place the Regional Board decides.
- 2.4 **Contact person:** At its first meeting following an AGM, the Regional Board must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. The Regional Board must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

3. **Purpose and powers**

- 3.1 **Purpose:** The purposes of Fencing Central are to:
- (a) be a member of Fencing NZ for the Region as defined by Fencing NZ;
 - (b) lead the promotion, development and administration of Fencing within the Region and to do so in a manner that is consistent with the requirements of Fencing NZ, mainly as an amateur sport for the well-being, benefit and recreation of the general public;
 - (c) support and assist its Members to deliver Fencing in the Region;
 - (d) promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance in Fencing in the Region;
 - (e) lead, promote and enable Diversity, Equity and Inclusion across the whole organisation including governance of Fencing Central and participation in Fencing;
 - (f) promote, develop and co-ordinate Fencing tournaments, competitions, training and other fencing related activities in the Region;
 - (g) publish and enforce the rules of Fencing in the Region in a manner consistent with the requirements of Fencing New Zealand;
 - (h) protect the integrity of Fencing and Fencing Central by developing and enforcing standards of conduct, ethical behaviour and implementing good governance in the Region;
 - (i) be the regional body in the Region to promote, develop, foster and administer Fencing for the health, well-being and benefit of the general public in New Zealand/Aotearoa;
 - (j) promote the highest possible standards for operational procedures, competence and equipment for Fencing in the Region;
 - (k) to safeguard and further the interests of members in the Region;
 - (l) facilitate training for Fencing in the Region;
 - (m) work collaboratively and co-operatively with other bodies and organisations concerned with Fencing in the Region;

3.2 **Capacity and powers:** Fencing Central has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the constitution of Fencing New Zealand, the Act, any other legislation, and the general law.

4. **Members**

4.1 **Application:** An application to become a Member of Fencing Central (**Application**) must be in the form required by Fencing Central and Fencing NZ. All Applications are decided jointly by the Regional Board and Fencing NZ, which may accept or decline an Application. A person or entity becomes a Member when their Application has been accepted, they have paid the required membership fees, if applicable, and satisfied any other preconditions set by the Board or prescribed in Bylaws.

4.2 **Member consent:** A person or entity consents to become a Member by submitting an Application to Fencing NZ, unless otherwise specified in this Constitution. In the case of an Individual Member who is under 16 years old, at least one parent or legal guardian consents to the membership.

4.3 **Members:** The Members of Fencing Central are:

- (a) Clubs;
- (b) Individual Members;
- (c) Life Members; and
- (d) any other categories of member as the Regional Board determines, in line with the membership requirements of Fencing NZ.

4.4 **Clubs:** An incorporated entity, or an unincorporated group which meets the conditions in clause 4.5, may apply to be a Club by making an Application under clause 4.1.

4.5 **Unincorporated club:** To apply to be a Club, an unincorporated group must be formally recognised by a school or tertiary education provider and must state in its own constitution that it agrees to abide by that entity's governing rules.

4.6 **Club obligations:** In addition to the obligations as a Member under clause 4.10, each Club that is a Member will:

- (a) administer, promote, and develop Fencing in the Club in accordance with the Purposes, this Constitution and any Bylaws;
- (b) agree to abide by the Constitution and any Bylaws established in accordance with this Constitution and that of Fencing NZ;
- (c) have, as its members, individual members, and other members it considers appropriate;
- (d) have a constitution which is not inconsistent with this Constitution, the Fencing NZ Constitution and provide Fencing NZ with a copy of its constitution and all proposed amendments to it. The Regional Board may require a Club to amend its constitution if it, or any proposed amendment, is inconsistent with or in conflict with, this Constitution, the Fencing NZ Constitution and any Bylaws;

- (e) have in its constitution clauses stating that it is a condition of membership of the Club that its own individual members are also members of its Region and Fencing NZ;
- (f) maintain an updated register of members and, on request, provide Fencing Central and Fencing NZ with full access to that register, in compliance with the privacy laws;
- (g) act in good faith with loyalty to Fencing Central and Fencing NZ to ensure the maintenance and enhancement of Fencing Central, Fencing NZ and fencing, and its reputation, and to do so for the collective and mutual benefit of the Members and Fencing;

4.7 **Individual Members:** The categories of Individual Membership are:

- (a) Full Member: are individuals who are 16 years of age or older as at 1 January of the year of membership and who pay the membership fee to Fencing NZ.
- (b) Junior Members are individuals under the age of 16 years as at 1 January of the year of membership who pay a membership fee to Fencing NZ.
- (c) Life Member: Life Membership may be granted in recognition and appreciation of outstanding service by an individual to Fencing Central.

4.8 **Membership of Fencing NZ:** Any person who is a member of a Member Region, will also be an Individual Member of Fencing NZ.

4.9 **Life Members:** Any Member may nominate an individual to become a Life Member by giving notice to the Regional Board setting out the grounds for the nomination. The Regional Board must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by an Ordinary Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership. Life Members have such rights and benefits as determined by the Regional Board.

4.10 **Member rights and obligations:** Members acknowledge and agree that:

- (a) they are bound by, and will comply with, this Constitution and the Bylaws, the rules, procedures or policies of Fencing NZ;
- (b) they are subject to the jurisdiction of Fencing Central and Fencing NZ;
- (c) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Regional Board;
- (d) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Regional Board, including payment of any membership or other fees within the required time period;
- (e) if they fail to comply with sub-clause (d) the Regional Board may terminate their membership, but the Member continues to be bound by this Constitution;
- (f) they do not have any rights of ownership of, or the automatic right to use, the Fencing Central 's property; and
- (g) they will promote the interests and Purposes of Fencing Central and must not do anything to bring Fencing Central into disrepute.

- 4.11 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.10, and the Regional Board believes it is in the best interests of Fencing Central to do so, the Regional Board may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any such suspension, the Member must be given notice of the suspension.
- 4.12 **Suspension of Member rights:** Unless otherwise determined by the Regional Board, while a Member is suspended the Member is not entitled to attend, speak or vote at a General Meeting, or to any other rights or entitlements as a Member and is not entitled to continue to hold office in any position within Fencing Central until such time as the alleged breach is resolved or determined.
- 4.13 **Ceasing to be Member:** A Member ceases to be a Member:
- (a) if an individual on death, or if a body corporate on liquidation;
 - (b) by giving notice to the Regional Board of their resignation;
 - (c) if their membership is terminated under clause 4.10(e);
 - (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution;
 - (e) if they cease to be a member of Fencing NZ for any reason.
- 4.14 **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:
- (a) remains responsible to pay all their outstanding membership and other fees to Fencing Central;
 - (b) must return all of Fencing Central's property if required;
 - (c) ceases to be entitled to any rights of a Member.
- 4.15 **Membership fees:**
- (a) The Regional Board will fix the annual subscriptions for each membership category prior to 30 November of each year.
 - (b) If a Member has not paid their membership fees or any other payments due to Fencing Central by the due date, it will be in default and it:
 - (i) is not entitled to any of its rights or entitlements as a Member;
 - (ii) continues to be bound by in this Constitution and the Bylaws including all of its obligations;
 - (iii) automatically has its membership terminated, provided that before such termination occurs Fencing Central will give the Member written notice specifying the payment(s) due and demanding payment by a due date, being at least 14 days from the date of the demand.
- 4.16 **Member register:** The Regional Board will keep an up-to-date Member register, which includes each Member's name, Contact Details and the date they became a Member. A Member must provide notice to Fencing Central of any change to their Contact Details. The Member register will be updated as soon as practicable after the Regional Board becomes aware of changes of the information recorded in the Member register. The Regional Board will

keep a record of those who have ceased to be a member within the previous 7 years and the date on which they ceased to be a member.

5. General Meetings

- 5.1 **AGM:** An AGM must be held once a year at the time, date and place as the Regional Board decides, but not more than 6 months after the balance date of Fencing Central and not more than 15 months after the previous AGM.
- 5.2 **Notice of AGM:** The Members must be given at least 28 days' notice of the AGM. Notice to Members of an AGM may be given by posting on Fencing Central's website.
- 5.3 **Business of AGM:** The following business will be discussed at the AGM:
- (a) confirmation of the minutes of the previous AGM;
 - (b) the Regional Board's presentation of the following information during the most recently completed accounting period:
 - (i) the annual report;
 - (ii) the annual financial statements;
 - (iii) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);
 - (c) the election of any Regional Board Members;
 - (d) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
 - (e) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 5.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Fencing Central at least 20 days before the date of the AGM.
- 5.5 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least 15 days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree unanimously to discuss any other items.
- 5.6 **Calling of SGM:** The Regional Board must call a SGM if it receives a written request stating the purpose of the SGM from the Regional Board itself or by 15 of its Voting Members.
- 5.7 **Notice of SGM:** Members must be given at least 20 days' notice of the SGM, unless the Regional Board, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM.
- 5.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting, participating by audio link, audio-visual link or other electronic communication or by a combination of those methods.

- 5.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is 10 of the Voting Members who are entitled to vote, including Members present by casting votes by electronic means or by proxy.
- 5.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair of the AGM. If no quorum is met at the further AGM, the Voting Members present who are entitled to vote, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.
- 5.11 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 5.12 **Control of General Meetings:** The President chairs General Meetings. If that person is unavailable, a Regional Board Member (appointed by the Regional Board) will preside. In the absence both of those persons, the Voting Members present will elect a person to chair the General Meeting.
- 5.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the meeting or the giving of notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the meeting if:
- (a) the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and
 - (b) a motion to proceed is put to the meeting and a Special Resolution is passed in favour of the motion to proceed.
- 5.14 **Attendance:** Voting Members and any other persons invited by the Regional Board are eligible to attend and speak at General Meetings.
- 5.15 **Voting:** Each Voting Member eligible to vote is entitled to one vote.
- 5.16 **Voting by electronic means:** Voting by electronic means is permitted.
- 5.17 **Voting by proxy:** Proxy voting is permitted. The chair of the General Meeting must receive notice of the proxy signed by the Voting Member prior to the start of the meeting. The form of the proxy is: *I [insert name] of [insert address] being a member of [organisation] appoint [insert name of proxy] as my proxy to speak [and vote] for me at the General Meeting to be held on [insert date] and at any adjournment of that General Meeting. I direct my proxy to vote in the following manner [insert resolutions and whether the proxy is to vote for or against].* No more than two proxy votes may be held by one Voting Member.
- 5.18 **Conduct of voting:** Voting is conducted by voices or a show of hands as determined by the chair of the meeting, unless a secret ballot is called for by any Voting Member and approved by the chair or 5 of the Voting Members or as otherwise required under this Constitution.
- 5.19 **Minutes:** Minutes must be kept of all General Meetings.
- 5.20 **Resolution:** An Ordinary Resolution of Voting Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.
- 5.21 **Resolution passed in lieu of meeting:** A resolution in writing signed or consented to by email or other electronic means by a 75% majority of Voting Members is valid as if it had been

passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members.

6. **Regional Board**

- 6.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Regional Board must manage, direct or supervise the operation and affairs of Fencing Central and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of Fencing Central.
- 6.2 **Composition:** The Board consists of the President, the Secretary, the Treasurer (who need not be a Member) and up to 7 Regional Board members, one of which must be an athlete representative.
- 6.3 **Role of President:** The President will engage in activities agreed with the Regional Board which may include activities to promote Fencing Central, good relations and communications between Members and the reputation and best interests of Fencing Central, and to preside at Fencing Central events.
- 6.4 **Role of Secretary:** The Secretary will:
- (a) attend to all correspondence and keep minutes of General Meetings and Regional Board meetings and ensure that any subcommittee keeps minutes; and
 - (b) keep all records and generally perform all the secretarial work of Fencing Central. With the written approval of the Regional Board these tasks may be varied or delegated but the Secretary remains responsible for their performance.
- 6.5 **Role of Treasurer:** The Treasurer will:
- (a) receive all money paid to or received by Fencing Central and pay all accounts approved by the Regional Board. The Regional Board may delegate levels of payment to the Treasurer by written authority;
 - (b) invest all funds of Fencing Central in the manner directed by the Regional Board; and
 - (c) keep Fencing Central's financial accounts, submit appropriate financial statements at the AGM and undertake other tasks required by the Regional Board.
- 6.6 **Election of Regional Board Members:** Regional Board Members are elected as follows:
- (a) the Regional Board must call for nominations for any Elected Regional Board Member positions that are to be vacated at an AGM at least 30 days before the AGM. If there are insufficient nominations received to meet the minimum required number of Regional Board Members, nominations by current Members for open positions may be received from the floor;
 - (b) nominations are made in the form decided by the Regional Board and must be received by the date set by the Regional Board and if no date is set, at least 20 days before the AGM;
 - (c) the Regional Board must give notice of the nominations to all Members at least 15 days before the AGM;

- (d) at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the chair of the General Meeting and approved by a Special Resolution of Voting Members. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes;
- (e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- (f) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;
- (g) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

6.7 **Qualification:** Every Regional Board Member must, in writing:

- (a) consent to be a Regional Board Member; and
- (b) certify that they are not disqualified from being elected, appointed or holding office as a Regional Board Member by this Constitution or under section 47 of the Act.

6.8 **Disqualification:** The following persons are disqualified from being elected, appointed or holding office as a Regional Board Member:

- (a) A person who is an employee of, or independent contractor to Fencing Central.
- (b) A person who holds office with a Club who is a Member, unless as a condition of becoming a Regional Board Member they resign from office with the Club who is a Member.
- (c) A person who is disqualified from being elected or holding office as a Regional Board Member under section 47 of Act.
- (d) A person who has been removed as a Regional Board Member following a process under this Constitution or any Bylaw.

If an existing Regional Board Member becomes or holds any position in (a) or (b) above then upon appointment to such a position, they are deemed to have vacated their office as a Regional Board Member. If any of the circumstances listed in (c) above clause occur to an existing Regional Board Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

6.9 **Term of office:** Regional Board Members shall cease to hold office at the conclusion of the next AGM that follows their election, but they shall be eligible for re-election. A Committee Member may be re-elected to the Committee for a maximum of Fencing Central consecutive terms of office. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.

6.10 **Casual Vacancy:** If a Casual Vacancy of a Regional Board Member arises, the remaining Regional Board Members may:

- (a) appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace;
- (b) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy;

- (c) leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy.

6.11 **Suspension of Regional Board Member:** If any Regional Board Member is or may be the subject of an allegation, notice or charge described in clause 6.8 or any circumstances arise in relation to a Regional Board Member which are or may be of concern to the Regional Board, the remaining Regional Board Members may by Special Resolution suspend the Regional Board Member from the Regional Board and set conditions it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Regional Board Member must be given notice of the suspension.

6.12 **Removal of Regional Board Member:**

- (a) The Regional Board may, by Special Resolution, remove any Regional Board Member from the Regional Board before the expiry of their term of office if the Regional Board considers the Regional Board Member concerned:
 - (i) has seriously breached duties under this Constitution or the Act; or
 - (ii) is no longer a suitable person to be a Regional Board Member; or
 - (iii) is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring Fencing Central or Fencing into disrepute or which may be prejudicial to the Purposes or the interests of Fencing Central and/or Fencing if they remain as a Regional Board Member; or
 - (iv) has not attended three consecutive meetings without Regional Board agreement.
- (b) The Regional Board Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.
- (c) Before considering a motion for removal, the Regional Board Member who is the subject of the motion must be given:
 - (i) notice that a Regional Board meeting is to be held to discuss the motion to remove the Regional Board Member; and
 - (ii) adequate time to prepare a response; and
 - (iii) the opportunity prior to the Regional Board meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Regional Board meeting.

6.13 **Regional Board Member ceasing to hold office:** A person ceases to be a Regional Board Member if:

- (a) their term expires;
- (b) the person resigns by delivering a signed notice of resignation to the Regional Board;
- (c) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act;
- (e) the person dies.

7. **Regional Board meetings**

- 7.1 **Calling meetings:** Regional Board meetings may be called at any time by the President or by three Regional Board Members, but generally the Regional Board meets monthly.
- 7.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Regional Board may regulate its own procedure.
- 7.3 **Quorum:** The quorum for a Regional Board meeting is four Regional Board Members. Any Regional Board Member may be counted for the purposes of a quorum, participate in any Regional Board meeting and vote on any proposed resolution at a meeting without being physically present. This may only occur at Regional Board meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Regional Board meeting can hear each other effectively and simultaneously.
- 7.4 **Chair:** The President will chair meetings of the Regional Board. If the President is unavailable, another Regional Board Member must be appointed by the Regional Board to undertake the President's role during the period of unavailability.
- 7.5 **Representative Regional Board Member of Fencing NZ:** The President will represent the Region as a Board Member on the Board of Fencing NZ. If the President chooses not to be a Board Member of Fencing NZ, the Regional Board must elect another one of its Regional Board Members to the Board of Fencing NZ at its first meeting following the AGM.
- 7.6 **Voting:** Each Regional Board Member has one vote. Voting is by voices or on request of any Regional Board Member by a show of hands or by a ballot. Proxy votes are permitted (but no attending Regional Board Member may hold any more than two proxies) and any proxy held must be notified at the commencement of the meeting. Voting by electronic means is permitted. The President does not have a casting vote in the event of a tied vote on any Regional Board resolution. If there is an equality of votes, the motion is lost.
- 7.7 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Regional Board Members is valid as if it had been passed at a Regional Board meeting. Any resolution may consist of several documents in the same form each signed by one or more Regional Board Members.

8. **Officers' Duties**

An Officer:

- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of Fencing Central;
- (b) must exercise a power as an Officer for a proper purpose;
- (c) must not act, or agree to Fencing Central acting, in a manner that contravenes the Act or this Constitution;
- (d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of Fencing Central, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;

- (e) must not agree to the activities of Fencing Central being carried on in a manner likely to create a substantial risk of serious loss to Fencing Central's creditors or cause or allow the activities of Fencing Central to be carried on in a manner likely to create a substantial risk of serious loss to Fencing Central's creditors;
- (f) must not agree to Fencing Central incurring an obligation unless the Officer believes at that time on reasonable grounds that Fencing Central will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
 - (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or
 - (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,

if the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

9. Interests

- 9.1 **Register of interests:** The Regional Board must keep a register of interest disclosures made by Officers.
- 9.2 **Duty to disclose interest:** An Officer who is Interested in a Matter relating to Fencing Central must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Regional Board, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 9.3 **Consequences of being interested:** A Regional Board Member who is Interested in a Matter:
- (a) must not vote or take part in a decision of the Regional Board relating to the Matter, unless all non-interested Regional Board Members consent;
 - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Regional Board Members consent;
 - (c) must not take part in any Regional Board discussion relating to the Matter or be present at the time of the Regional Board decision, unless all non-interested Regional Board Members consent;
 - (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 9.4 **Calling of SGM:** Despite clause 9.3, if 50% or more Regional Board Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.

9.5 **Notice of failure to comply:** The Regional Board must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

10. **Patrons**

10.1 A person may be invited by the Regional Board to be a Patron to show their support for Fencing Central and to help establish or maintain public credibility of Fencing Central. A Patron is entitled to attend and speak at General Meetings but has no right to vote.

11. **General Manager**

11.1 **Role of General Manager:** A Regional Board may engage a General Manager. The General Manager is under the direction of the Regional Board and is responsible for the day-to-day management of the affairs of Fencing Central under this Constitution and the Bylaws and within any delegated authority from the Regional Board.

11.2 **Regional Board involvement:** The General Manager may attend Regional Board meetings on and when required by the Regional Board but has no voting rights.

12. **Finances**

12.1 **Control and management of finances:** The funds and property of Fencing Central are controlled, invested and disposed of by the Regional Board, subject to this Constitution; and devoted solely to the promotion of the Purposes.

12.2 **Balance date:** Fencing Central's balance date is December 31st or on the date as the Regional Board decides.

12.3 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from Fencing Central. This does not prevent Officers or Members:

- (a) receiving reimbursement of actual and reasonable expenses incurred, or
- (b) entering into any transactions with the organisation for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,

provided no Officer or Member is allowed to influence any such decision made by Fencing Central in respect of payments or transactions between it and them, their direct family or any associated entity.

13. **Indemnity and insurance**

13.1 **Indemnity:** Fencing Central may indemnify its current and former Officers, Members and employees as permitted by section 96 of the Act.

13.2 **Insurance:** With the prior approval of its Regional Board, Fencing Central may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.

- 13.3 **Indemnity for Officers:** Fencing Central is authorised to indemnify an Officer under section 96 of the Act or effect insurance for an Officer under section 97 of the Act for the following matters:
- (a) liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and
 - (b) costs incurred by the Officer for any claim or proceeding relating to that liability.

14. **Amendments**

- 14.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting.
- 14.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.
- 14.3 **Minor effect or technical alteration:** If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, then the Regional Board may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Regional Board does not receive any objections from Members within 20 Working Days after the date on which the notice is sent, or any longer period of time that the Regional Board decides, then the Regional Board may make that amendment. If it does receive an objection, then the Regional Board may not make the amendment.

15. **Bylaws and Integrity**

- 15.1 **Bylaws:** The Regional Board may make and amend Bylaws for the conduct and control of Fencing Central's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Purposes, the constitution of Fencing New Zealand, the Act and any other laws. All Bylaws are binding on Fencing Central and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.
- 15.2 **Definition:** In this clause 15.2 **Integrity Code** means the Code of Integrity for Sport and Recreation issued by the Sport Integrity Commission under section 19 of the Integrity Sport and Recreation Act 2023.
- 15.3 **Integrity Code binding:** If Fencing New Zealand adopts the Integrity Code, Fencing Central is bound by the Integrity Code.
- 15.4 **Application to Members:** If Fencing New Zealand adopts the Integrity Code, all Members of Fencing Central agree to the application of the Integrity Code to them and agree to be bound by it and must include a similar clause in their constitutions to bind their members.

16. **Dispute resolution**

- 16.1 **Definitions:** In this clause 16:

- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and Fencing Central, that relates to an allegation that:
 - (i) a Member or an Officer has engaged in Misconduct; or
 - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iii) Fencing Central has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;
- (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 16.5 to 16.13;
- (c) a **Member** is a reference to a Member acting in their capacity as a Member;
- (d) **Misconduct** means conduct that would be regarded by reasonable Members as:
 - (i) negatively affecting the health, safety, or wellbeing of Members;
 - (ii) reflecting negatively on the sport of Fencing; or
 - (iii) likely to bring reputational damage to Fencing NZ or the sport of Fencing;
- (e) an **Officer** is a reference to an Officer acting in their capacity as an Officer.

16.2 **Application of other legislation to a Dispute:** The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.

16.3 **Application of other procedures:**

- (a) If the Dispute is dealt with by a separate procedure under the Complaints Framework, this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Regional Board in its discretion so that the Other Procedure is consistent with the rules of natural justice.
- (b) If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.

16.4 **Application of the Disputes Procedure:** If the Dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.

Disputes Procedure

16.5 **Raising a complaint:**

- (a) A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Regional Board setting out:
 - (i) the allegation to which the dispute relates and who the allegation is against; and
 - (ii) any other information reasonably required by Fencing Central.
 - (b) Fencing Central may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.
 - (c) The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.
- 16.6 **Investigating and determining Disputes:** Unless otherwise provided, Fencing Central must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined. Disputes must be dealt with in a fair, efficient, and effective manner.
- 16.7 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, Fencing Central may decide not to proceed with a matter if:
- (a) the Complaint is trivial; or
 - (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) any material misconduct; or
 - (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
 - (iii) any material damage to a Member's rights or interests or Members' rights or interests generally; or
 - (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
 - (d) the person who makes the Complaint has an insignificant interest in the matter; or
 - (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
 - (f) there has been an undue delay in making the Complaint; or
 - (g) the Complaint is required to be dealt with by another Member pursuant to the Fencing NZ Multi-Level Complaint Management Framework (**Complaint Framework**).
- 16.8 **Complaint may be referred by Fencing Central:** Fencing Central may refer a Complaint to:
- (a) a hearing body or person authorised, delegated or appointed by the Regional Board to hear and resolve Disputes (**Complaints Committee**); or
 - (b) a subcommittee or an external person to investigate and report; or
 - (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.

- 16.9 **Complaints Committee:** The Regional Board may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Complaints Committee. Each Complaints Committee has delegated authority by the Regional Board to resolve, or assist to resolve, Complaints.
- 16.10 **Bias:** An individual may not be a decision maker, or part of a Complaints Committee, in relation to a Complaint if two or more members of the Regional Board consider there are reasonable grounds to believe that the individual may not be:
- (a) impartial; or
 - (b) able to consider the matter without a predetermined view.
- 16.11 **Complainant's right to be heard:**
- (a) The Member, Officer or Fencing Central has a right to be heard before the Complaint is resolved or any outcome is determined. A Regional Board Member may exercise that right on behalf of Fencing Central.
 - (b) A Member or Officer or Fencing Central must be taken to have been given the right if:
 - (i) the Member or Officer or Fencing Central has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
 - (ii) an oral hearing is held before the decision maker if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (iii) the Member's or Officer's or Fencing Central's written statement or submission, if any, are considered by the decision maker.
- 16.12 **Respondent's right to be heard:** The Member, or Officer who, or Fencing Central which, is the subject of the Complaint (**Respondent**) has a right to be heard before the Complaint is resolved or any outcome is determined. A Regional Board Member may exercise the right on behalf of Fencing Central. A Respondent must be taken to have been given the right if:
- (a) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and
 - (b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
 - (c) an oral hearing is held before the decision maker if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (d) the Respondent's written statement or submissions, if any, are considered by the decision maker.
- 16.13 **Complaint Framework:**
- (a) Clause 16 is to be read in conjunction with the Complaint Framework. Where any inconsistency exists between this Constitution and the Complaint Framework, the provisions of the Complaint Framework will prevail.
 - (b) A Complaint may be escalated to Fencing NZ by a Member where permitted or required under the Complaint Framework.

- (c) A Complaint may be de-escalated to Fencing Central or a Member Club where permitted or required under the Complaint Framework.

17. Liquidation and removal

17.1 **Notice:** The Regional Board must give notice to all Members at least 20 Working Days of a proposed motion:

- (a) to appoint a liquidator;
- (b) to remove Fencing Central from the Register of Incorporated Societies; or
- (c) for the distribution of Fencing Central's surplus assets.

The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.

17.2 **Special resolution:** Any resolution for a motion set out in clauses 17.1(a) to (c) must be passed by a Special Resolution of Members.

17.3 **Surplus assets:** The surplus assets of the Fencing Central, after the payment of all costs, debts and liabilities, must be disposed of to Fencing NZ, provided that Fencing NZ will accept such assets, to be held and used for the benefit of Fencing in the Region.

18. Matters not provided for

If any matter arises that, in the opinion of the Regional Board, is not provided for in this Constitution or any Bylaws, or if any dispute arises out of the interpretation of this Constitution or the Bylaws, the matter or dispute will be determined by the Regional Board.

19. Transition

19.1 **Transition:** This clause 19 applies to facilitate transition of Fencing Central from the previous Constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.

19.2 **Power of Regional Board during transition period:** Subject to the Act, the Regional Board may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for 6 months and is solely to enable flexibility in the transition of Fencing Central from the previous Constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

19.3 **Transition of Regional Board Members:**

- (a) Following the adoption of this Constitution via SGM, all currently elected Regional Board Members of Fencing Central for the 2025/26 period shall be allowed to continue in their positions until the 2026 Fencing Central AGM;

- (b) All Regional Board Members must resign from their current positions as is laid out in Section 5.3 (c) this Constitution during the 2026 Fencing Central AGM, after which point new Regional Board Members will be elected under this Constitution;
- (c) Previous terms of Regional Board Members count towards any term limits that may be imposed on positions.